

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF MISSOURI**

In Re: )  
)  
Kevin Curfman, Mary Curfman, *Debtor* )  
) Case No. 06-40629-jwv  
)  
U.S. Bank National Association, as Trustee under the ) Chapter: 13  
Pooling and Servicing Agreement, dated as of )  
September 1, 2004, among Credit-Based Asset )  
Servicing and Securitization LLC, Merrill Lynch Mortgage )  
Investors, Inc., Litton Loan Servicing LP and U.S. Bank )  
National Association, C-BASS Mortgage Loan Asset- )  
Backed Certificates, Series 2004-CB6, without recourse, )  
by Litton Loan Servicing, LP, loan servicing agent for )  
*Moving Creditor* )  
)  
vs. )  
)  
Kevin Curfman, Mary Curfman, *Debtor*  
  
and  
  
Richard V. Fink, *Trustee*

**CONDITIONAL ORDER GRANTING RELIEF FROM STAY**  
**WITH CURATIVE PROVISIONS**

**Now**, on this 21st day of June, 2007, this matter comes before the Court for hearing upon the Motion of U.S. Bank National Association, as Trustee under the Pooling and Servicing Agreement, dated as of September 1, 2004, among Credit-Based Asset Servicing and Securitization LLC, Merrill Lynch Mortgage Investors, Inc., Litton Loan Servicing LP and U.S. Bank National Association, C-BASS Mortgage Loan Asset-Backed Certificates, Series 2004-CB6, without recourse, its subsidiaries, affiliates, predecessors in interest, successors or assigns, ("Creditor"), For Relief from the Automatic Stay. The appearances are Steven L. Crouch, of the firm of South & Associates, P.C.; and Kevin Curfman, Mary Curfman, by Douglas B. Breyfogle. The Court makes the following findings:

United States Bankruptcy Court  
Western District of Missouri  
In re: Litton Loan Servicing v Kevin Curfman, Mary Curfman  
Case No. 06-40629-jwv  
Chapter 13  
Order Granting Relief From Stay with Curative Provisions  
Page 2

1. A motion for order granting relief from stay was filed on June 4, 2007, and copies were mailed to the Trustee and to the Debtors and counsel for the Debtors. On June 20, 2007, the Debtor filed its response to Creditor's Motion for Order Granting Relief from Stay.

2. Creditor claims a secured interest in real property described as follows:

**County of Jackson; State of Missouri: Lot 198, ROCKHILL GARDENS, a subdivision in Kansas City, Jackson County, Missouri, according to the recorded plat thereof,** commonly known as 409 E. 73rd St. , Kansas City, MO 64131 (the "Property")

3. The Debtors acknowledge and the Court finds that they failed to make certain post-petition payments due under the Promissory Note and Security Instrument described in Creditor's motion. Debtors are due for March 1, 2007 through July 1, 2007 payments each in the amount of \$1,532.21, late charges in the amount of \$311.40, filing fee in the amount of \$150.00, and attorney fees in the amount of \$200.00, for a total due of \$8,322.45. The Court further finds that this constitutes sufficient cause pursuant to 11 U.S.C §362(d) to lift the Automatic Stay.

4. Notwithstanding Finding number three of this Order, the parties consent and agree to the terms and conditions of this stipulation in full and complete settlement of the Motion for Relief from Automatic Stay.

5. The Debtors agree to abide by the terms of this agreement and further agrees to cure the post-petition arrearage according to the following payment schedule:

United States Bankruptcy Court  
Western District of Missouri  
In re: Litton Loan Servicing v Kevin Curfman, Mary Curfman  
Case No. 06-40629-jwv  
Chapter 13  
Order Granting Relief From Stay with Curative Provisions  
Page 3

Arrearage Payment	Due Date
\$1,387.08	08/15/07
\$1,387.08	09/15/07
\$1,387.08	10/15/07
\$1,387.07	11/15/07
\$1,387.07	12/15/07
\$1,387.07	01/15/08

6. Debtors also agree to make the on-going post-petition payments when due and as called for under the terms of the promissory note and security instrument **beginning with the August 1, 2007 payment.** Debtors acknowledge that these regular on-going payments are in addition the payments on the arrearage indicated in Finding number five of this Order.

7. All payments under this agreement shall be made by cash, cashier's check, money order or certified funds, and shall be paid directly to Litton Loan Servicing, LP, 4828 Loop Central Drive, Houston, TX 77081. Once the arrearage has been paid in full, Debtor(s) shall revert to making the normal current monthly payments when due and as called for under the terms of the Promissory Note and Security Agreement. Time is of the essence with regard to all of the payments.

8. Should the Debtors fail to make **any** of the payments called for above, Movant shall be then entitled to immediately notify the Debtors, Trustee and Debtors' counsel, in writing, of the delinquency. If the Debtors fail to fully cure the delinquency for any given installment(s) within ten (10) days of the date of the notification, Movant shall then be entitled to immediate relief from the automatic stay of 11 U.S.C. §362 (a) without the necessity of further hearing, action or order of Court. Movant shall be free to exercise all of its rights and remedies under the Promissory Note and security instrument, including enforcing rights to possession of the

United States Bankruptcy Court  
Western District of Missouri  
In re: Litton Loan Servicing v Kevin Curfman, Mary Curfman  
Case No. 06-40629-jwv  
Chapter 13  
Order Granting Relief From Stay with Curative Provisions  
Page 4

premises under the terms of the promissory note and mortgage and in accordance with applicable non-bankruptcy state law.

**IT IS THEREFORE ORDERED, ADJUDGED, AND AGREED** that the above findings shall become orders of this Court

**IT IS SO ORDERED.**

Dated: 7/31/07

/s/ Jerry W. Venters  
Judge, U.S. Bankruptcy Court

**Approved as to form and content:**

SOUTH & ASSOCIATES, P.C.  
/s/Steven L. Crouch  
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